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PRINCIPAL AND AGENT—PURCHASE OF PRINCIPAL'S PROPERTY BY AGENT.—Plaintiff authorized defendant to sell his land; defendant made a sale to X and Y, took their note for \$100 pending an investigation of the title, and gave them a receipt describing the land and containing the terms of sale. X and Y formed a syndicate to take the land; at the time set for payment of the purchase-price, the defendant, at the solicitation of Y, took the place of one who withdrew from the syndicate. The price received was the full value of the land at the time. Plaintiff seeks to set the sale aside. *Held*, this was not a purchase from the principal, and, in the absence of fraud, was valid. *Hermann v. Hall et al.*, (1914), 217 Fed. 947.

The plaintiff based his right to relief on the general rule that if an agent in the sale of his principal's property, purchases it himself, the sale is voidable, and may be set aside at the option of the principal. *Gardner v. Ogden*, 22 N. Y. 327; *Grunley v. Webb*, 44 Mo. 444; *Mills v. Goodsell*, 5 Conn. 475; *Marquam v. Ross*, 47 Ore. 374. Further, if the property is disposed of to a bona fide purchaser, the agent will be compelled to account not only for its value but for any profit realized, and this will be done though it may not appear that the property at the time the agent fraudulently acquired it was worth more than he paid for it. *Robertson v. Chapman*, 152 U. S. 673. However, while good faith requires an agent to serve alone the interest of his principal in the subject of the employment, the termination of such interest ends all duty, and leaves him free to serve himself or others, providing he has done nothing during the continuance of such interest to lay foundation for future advantage to himself at the expense of his principal's rights. *Dennison v. Aldrich*, 114 Mo. App. 700; *Halperin v. Callender*, 39 N. Y. Supp. 1044. Where the agent resigns in order to take advantage of the principal, the transaction will be set aside. *New Era Co. v. Shannon*, 44 Ill. App. 477. The same rule will apply where the agent has kept back any information that might have affected the action of the principal. *Prince v. Dupuy*, 163 Ill. 417. The purchase by an agent of the property of the principal will always be scanned by a court of equity with great suspicion. *Newcomb v. Brooks*, 16 W. Va. 32. The burden of establishing the utmost good faith is on the agent. *Condit v. Blackwell*, 22 N. J. Eq. 481; *Cook v. Berlin Woolen Mills Co.*, 56 Wis. 643. In *Glover v. Layton*, 145 Ill. 92, the court held that where an agent, in selling his principal's land, reserves no profit to himself, other than the agreed commission, and there is no arrangement made whereby he is to have any interest in the land, or in the profits to be derived in a subsequent sale by the purchaser, the fact that later, after the sale, he enters into an agreement to sell land for the purchaser, and to receive as compensation, one half of the proceeds, after deducting the original purchase money and interest, will not invalidate the sale, or authorize the original owner to set his agent's sale aside. This holding is supported by the principal case.

SALES—EFFECT OF WARRANTY IN CONDITIONAL SALES.—Plaintiff sold goods to defendant on condition that title should not pass until the purchase price had been fully paid. Later, plaintiff brought suit to foreclose his lien for the